

# **EXHIBIT**

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**Notice Of Class  
Action Lawsuit**

YOU HAVE BEEN IDENTIFIED AS  
A PERSON WHO MAY BE A  
CLASS MEMBER

THE BACK OF THIS CARD  
PROVIDES A WEBSITE,  
TELEPHONE NUMBER AND  
ADDRESS WHERE YOU CAN  
OBTAIN MORE INFORMATION

THIS NOTICE MAY AFFECT  
YOUR LEGAL RIGHTS.  
PLEASE READ IT CAREFULLY

Wahl v. ASIC Class Action

c/o Administrator Address

*Wahl v. American Security Insurance Company, Case No. 08 C 0555 (N.D. Cal.)*

**THIS CARD PROVIDES LIMITED INFORMATION ABOUT THIS CLASS ACTION**

***For complete information go to [www.\\_\\_\\_\\_\\_.com](http://www._____.com)***

A court in San Francisco has authorized a class action lawsuit against American Security Insurance Company (“ASIC”). This notice is being provided to you because a search of the records of ASIC indicates that you may have legal rights as a class member in this lawsuit. A class action is a lawsuit that is brought on behalf of many people who allege similar legal claims. You may obtain complete information about this Class Action (including the Long Form Notice and Exclusion Request) by visiting the website for this action at [www.\\_\\_\\_\\_\\_.com](http://www._____.com), by telephoning 1-888\_\_\_\_\_ or writing the Class Action Administrator at \_\_\_\_\_. PARA UNA NOTIFICACIÓN EN ESPAÑOL, VISITE NUESTRO SITIO DE INTERNET at [www.\\_\\_\\_\\_\\_.com](http://www._____.com), or by telefono at 1-888\_\_\_\_\_.

The lawsuit seeks to recover restitution an injunction for Class Members and to obtain a court order to stop a practice that the lawsuit claims is unfair. The lawsuit alleges that ASIC violated the California Unfair Competition Law by placing an FPI Policy during periods of time that coverage to a lender would have been provided by a homeowner’s Lender Loss Payable Endorsement (“LLPE”) had it not been cancelled by ASIC’s placement of FPI coverage. An LLPE is a contract provision in the homeowners’ property insurance policy that extends coverage to a lender when the premiums were not made or when the policy lapses without renewal. The Court has not decided ASIC did anything unfair or wrong, and ASIC denies any wrongdoing. Class lawyers must prove their claims against ASIC at a trial to be set in the future. There is no money available now, and no guarantee there will be. If restitution is obtained from ASIC, you will be notified about how to ask for a share.

The Court decided that the Class Members are the following persons: (a) All current and former California insureds or additional insureds named under a FPI Policy issued by ASIC at any time since January 28, 2004; (b) Who were charged premiums for an ASIC FPI Policy; and (c) Such payments for the ASIC Policy included premiums for any period during which prior homeowner insurance would have been in effect for the mortgage lender pursuant to the homeowners’ Lender’s Loss Payable Endorsement had it not been cancelled by ASIC’s placement of FPI.

If believe you are a Class Member and you want to remain in the class, you do not need to do anything. If you do nothing and stay in the Class, you will be bound by any judgment the Court enters for Class Members, whether favorable or not. You also may enter an appearance through counsel of your own choosing if you so desire. IF YOU DO NOT WISH TO BE PART OF THIS CLASS ACTION, you may exclude yourself by mailing an “Exclusion Request” to: Administrator, c/o \_\_\_\_\_ postmarked by no later than \_\_\_\_\_. Be sure to include your full name, address, telephone number, your signature, and a specific statement that you want to be excluded from this class action.